



State of Utah
Department of Human Resource Management
EDUCATION ASSISTANCE CONTRACT

A CONTRACT made and entered into between (Agency/Dept.)

(Division) hereinafter referred to as AGENCY and,

(Employee's Name) (Employee ID)

hereinafter referred to as STUDENT-EMPLOYEE.

Whereas, the STUDENT-EMPLOYEE requests assistance from the AGENCY'S education assistance program, the STUDENT-EMPLOYEE and the AGENCY agree that the AGENCY will pay education tuition cost(s) as described in paragraph 3A for the courses listed below:

Course Title/Number (Graduate or Undergraduate)	School	Semester/Quarter	Total Cost

NOW THEREFORE, it is agreed by and on behalf of the parties hereto as follows:

1. All covenants and agreements herein contained shall be binding upon all parties hereto.
2. This contract may be terminated by either party by submitting a termination request in writing.
3. The AGENCY certifies that:
 - A. It will pay the STUDENT-EMPLOYEE \$_____ which is _____% of the costs for the course(s) agreed to above and that no payment will be made without receipts for the expenses for which the reimbursement is being sought and documented proof of passing grades as defined in the AGENCY'S guidelines for education assistance.
 - B. The course(s) agreed to above satisfy development needs of the STUDENT-EMPLOYEE as specified in his/her Performance and Development Plan and will result in additional benefits to the AGENCY.

C. The education assistance authorized for the above named STUDENT-EMPLOYEE has not exceeded the maximum allowed for the current fiscal year as specified in Department of Human Resource Management Rule 477-10-5 (1) (d) unless a greater amount has been approved in advance by the AGENCY head.

4. The STUDENT-EMPLOYEE by signing this contract agrees to the following:

A. That the STUDENT-EMPLOYEE will successfully complete the course(s) agreed to above.

B. That the STUDENT-EMPLOYEE will refund the cost of assistance received if the STUDENT-EMPLOYEE voluntarily terminates within twelve months following completion of the above course(s).

C. That the State of Utah is authorized to withhold from the STUDENT-EMPLOYEE'S wages or salary monies owed by the employee for education assistance received under this contract in the event the employee voluntarily terminates employment with the agency within twelve months following completion of the above course(s).

IN WITNESS WHEREOF, the AGENCY and the STUDENT-EMPLOYEE have caused these presents to be signed by their proper officials thereunto duly authorized.

Employee: _____ Date: _____

Employee's Supervisor: _____ Date: _____

Agency Director: _____ Date: _____

HR/Personnel Division Official: _____ Date: _____